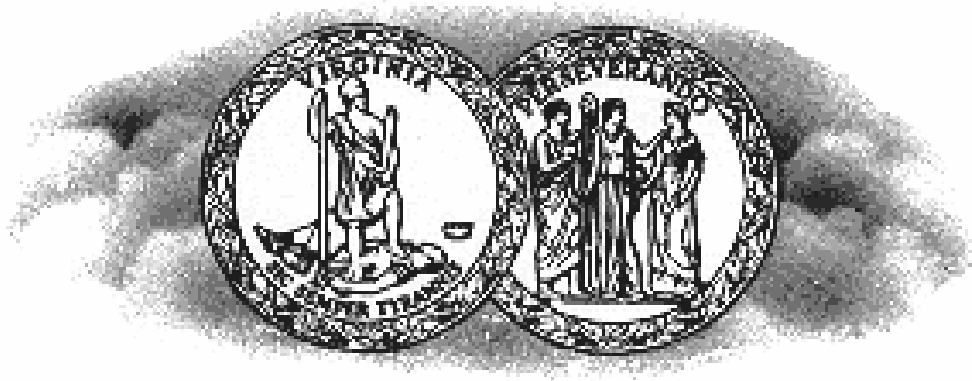


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Request For Proposal # HR 05-001

Consulting Services – Total Rewards Program Study



ISSUED BY THE HUMAN RESOURCES DIVISION

VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: March 3, 2005

Sealed Proposals Shall be Received Until 2:00 PM, April 8, 2005

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: March 3, 2005

RFP #: HR 05-001

Title: Consulting Services – Total Rewards Program Study

Commodity Code: 918-65

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
HUMAN RESOURCES DIVISION
PO Box 1197
RICHMOND, VIRGINIA 23218-1197

Location: Tyler Building at 1300 E. Main Street
Richmond, VA 23219

Period of Contract: One year from date of award

Sealed Proposals Shall Be Received Until 2:00 PM, April 8, 2005 for the services described herein. Any proposal received after that date and time shall be rejected.

All Inquiries For Information Should Be Directed To: Chester A. Roberts, CCP, GRP, Director of Human Resources, phone: (804) 371-9000, fax: (804) 371-9022, or email: chester.roberts@scc.virginia.gov.

IF PROPOSALS ARE MAILED, SEND
DIRECTLY TO:

IF PROPOSALS ARE HAND
DELIVERED, DELIVER TO:

Lorraine B. Jones, VCO
Office of Commission Comptroller
PO Box 1197
Richmond, Virginia 23218-1197

Lorraine B. Jones, VCO
Office of Commission Comptroller
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In Compliance With This Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

____ Zip Code _____

Title: _____

FEI/FIN No. _____

E-Mail: _____

Telephone No: () _____

FAX No: () _____

PREPROPOSAL CONFERENCE: An OPTIONAL preproposal conference will be held at 2:00 p.m., March 16, 2005, in the Training Room, 3rd floor, Tyler Building, 1300 E. Main Street., Richmond, VA 23219. See section VII herein.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the provision of consulting services for an analysis and review of the State Corporation Commission's Total Rewards Program. The State Corporation is comprised of 604 Full Time Equivalent (FTE) positions in 143 classifications in 17 pay grades.

II. BACKGROUND:

The State Corporation Commission (SCC) is an independent department of government within the Commonwealth of Virginia. Established by the Constitution of Virginia in 1902, the SCC exercises legislative, judicial, and executive powers. The SCC acts as one of Virginia's primary regulatory entities, with oversight of varied business and economic interests throughout the Commonwealth. The SCC's authority encompasses utilities, insurance, state-chartered financial institutions, securities, retail franchising, and railroads. The SCC also serves as the Commonwealth's central filing office for corporations, limited partnerships, limited liability companies, business trusts, and Uniform Commercial Code filings.

It is the policy of the State Corporation Commission to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in SCC procurement activities. The Commission also encourages contractors to provide for the participation of small businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Additional information about the SCC can be found at <http://www.scc.virginia.gov>

Glossary of Terms - Most terms are explained as they occur within the RFP except for the terms shown below:

- **Contractor** - The term "Contractor" refers to the firm(s) awarded a contract to provide the goods/services required in this solicitation.
- **Offeror** - The term "Offeror" refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.
- **Shall/Must** - The terms "Shall" and "Must" indicate a mandatory requirement of this RFP. Mandatory requirements are required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- **Until** - Up to the time of or before a specified time

III STATEMENT OF NEEDS:

- A. The contractor shall work closely with the SCC Director of Human Resources (HR) and the Senior HR Manager to assess the SCC's Total Rewards Program.
- B. The contractor shall furnish all labor and resources to:
 - assess the current Total Rewards Program;
 - develop recommendations to revise the Total Rewards Program; and
 - provide cost assessment, by division, for July 1, 2006 implementation of recommended changes;
- C. This assessment shall include, but is not limited to:
 - evaluating current compensation, benefits, recruitment, work experience, classifications, and performance appraisal system;

- conducting interviews with management, employees, and focus groups;
- administering surveys;
- comparison of salary structure and total rewards practices by other organizations (government and private) to determine the effectiveness of each component and make applicable recommendations.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Instructions:

1. RFP Response:

In order to be considered for selection, offerors must submit a complete response to this RFP. The original proposal should be marked "original" and five (5) copies, marked "copies" shall be submitted to the SCC. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. All information requested should be submitted. Failure to submit all information requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- c. The proposal must contain the legal name of the offeror and a statement as to whether the offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. The proposal shall be signed by a person(s) legally authorized to bind the offeror to a contract. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the offeror. The offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements.

Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- f. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- g. Proposals should provide a glossary of terms to ensure a thorough understanding of the proposal by the Evaluation Committee. The glossary should be in alphabetical order.
- h. A copy of the offeror's proposal shall be submitted in electronic form in any Microsoft compatible file format. Clearly write on the electronic media label the Offeror's Name and "Proposal - RFP# HR 05-001." See section IV.B. Tab 1 for further instructions.
- i. Upon award, the selected contractor shall provide to the SCC the entire RFP response to include negotiated changes in electronic form in a Microsoft compatible file format.
- j. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure; however, the offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services. Offerors are required to include the following items in their proposals:

Note: Other than the differences noted below in Tab 1, the original and copies of the offeror's proposal are to contain all the information requested below in Tabs 1 – 4.

Tab 1. The original of the offeror's proposal, so marked shall contain:

- A complete copy of the SCC's RFP, with the RFP cover sheet (page 2) - completed by offeror with information requested and signed
- Addenda, if any - completed by offeror with information requested and signed
- Request for Taxpayer Identification Number & Certification Form W-9 (Attachment C) – completed by offeror with information requested
- A glossary of terms, if provided
- The offeror's proposal in electronic form (Microsoft compatible file format) as referenced in section IV.A.2.h.

The five (5) copies of the offeror's proposal, so marked, shall contain;

- The RFP cover sheet (page 2) - completed by offeror with information requested and signed
- Addenda, if any - completed by offeror with information requested and signed
- Request for Taxpayer Identification Number & Certification Form W-9 (Attachment C) – completed by offeror with information requested
- A glossary of terms, if provided
- The offeror's proposal in electronic form (Microsoft compatible file format) as referenced in section IV.A.2.h.

Tab 2. General Qualifications:

- a. The Offeror Data Sheet included as Attachment A. This sheet must be completed by the offeror. Careful attention should be given to names and phone numbers of current or previous clients so the SCC may reach the correct person. The clients listed should be able to equate the work performed for them to what the SCC requires under the RFP. In other words, the client should have been provided services similar and equal in magnitude to work requested by the SCC through this solicitation.
- b. Include a brief narrative describing the services provided to each reference you list on Attachment A, Offeror Data Sheet.
- c. A written narrative statement to include experience in providing services described in Section III, Statement of Needs, including a brief history, that demonstrate offeror's qualifications, and capabilities to perform the work requested.
- d. Provide a list of contact personnel including management personnel responsible for the relationship between the offeror and the SCC.

Tab 3. A written narrative statement to include:

- a. The name and experience, as well as a statement of qualifications, for the person(s) assigned to this project. In addition, the following combination of certifications by the person(s) assigned to this project is desired: Certified Compensation Professional (CCP), Certified Benefits Professional (CBP), Society of Human Resource Management (SHRM) and certifications of staff to be assigned to this project;
- b. Provide a case study that demonstrates successful completion by your company of analysis, development, and implementation of a Total Rewards Program;

- c. Specific plans for providing the services required, including a timeline for completion of the project after contract award. Identify each stage of the project and the time required to complete each stage;

Tab 4 Price Proposal:

Information as per section XI Pricing Schedule.

V. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria: Proposals shall be evaluated by the SCC using the following criteria:
 1. Qualifications and Experience of the Offeror – Overall qualifications and capabilities of the offeror including previous experience in providing the requested services. Information supplied by references. Contract language and agreements required, including exceptions to the SCC's standard contract form and the RFP's General Terms and Conditions. Quality and specificity of proposal response.
 2. Offeror's Understanding of Scope of Services – Proposed methods and plans for providing the required services.
 3. Price. – Pricing schedule.

Points assigned to each criteria will be posted on the 2nd floor of the Tyler Building; prior to the date and time the proposals are due.
- B. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERABLE REQUIREMENTS:

- A. Reporting Relationship:

The SCC's Director of Human Resources (HR) will be the Contracting Officer's Representative for the contract resulting from this solicitation RFP #HR 05-001. This responsibility includes:

 - monitoring the contractor's performance in accordance with the provisions of the contract and scope of work,
 - reporting problems or deviations observed which may violate the contract requirements,
 - requesting necessary changes to the scope of work/specifications prior to the contractor commencing work on the changes,

- approval and processing of contractor's invoices as per the contract payment schedule.

B. Reporting and Deliverables:

1. The Director of HR shall be the central point of contact for the contractor. The contractor shall provide all documentation in Microsoft Office XP format to the Director of HR for approval.
2. The contractor shall provide a weekly project schedule and progress report to the Director of HR outlining the following:
 - a. the specific accomplishments achieved and related documentation prepared during the reporting period;
 - b. the specific tasks completed and submitted for approval;
3. Within fifteen (15) calendar days after the award of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report/study to the Director of HR, subject to the following:
 - a. the preliminary outline shall delineate the main topics and subtopics which will later be described in detail in the final report;
 - b. beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic; and,
 - c. the SCC shall have the right to edit, modify, and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.
4. At least thirty (30) days prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to the Director of HR. The SCC shall have the right to modify and/or to require additional elaboration as it deems necessary to ensure a comprehensive and thorough written study of all work required by the contract.
5. On or before August 1, 2005, a final report shall be delivered to the Director of HR for approval. The contractor shall furnish five (5) copies of the final report.
6. The contractor shall make at least three (3) oral presentations of the report to persons or organizations as deemed necessary by the SCC.

VII. PREPROPOSAL CONFERENCE:

An **OPTIONAL** preproposal conference will be held at 2:00 p.m., March 16, 2005, in Training Room, 3rd floor, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Only metered, street parking is available in the areas adjacent to the Tyler Building. Some commercial parking lots are also in the area. This RFP includes directions and a map of the area (Attachment E). A detailed map is also provided at <http://www.scc.virginia.gov/commission/directions.htm> "The Commission and You, Directions to the Tyler Building." If additional maps or directions are needed, they may be requested

from Jill Long, State Corporation Commission, Phone: (804) 371-9000, or fax: (804) 371-9022. There are three hotels within walking distance of the SCC – The Richmond Omni, The Berkeley Hotel, and the Commonwealth Park Suites Hotel – if overnight accommodations are required.

VIII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, §2.2-4343.1E).

In every contract over \$10,000 the provision in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the SCC under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the SCC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the SCC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the SCC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the SCC.

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any

Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The SCC may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the SCC all such information and data for this purpose as may be requested. The SCC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The SCC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the SCC that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCC.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the SCC a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the SCC's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the SCC with all vouchers and records of expenses incurred and savings realized. The SCC shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the SCC within thirty (30) days from the date of receipt of the written order from the SCC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in

accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the SCC or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the SCC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the SCC may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. **Workers' Compensation –** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their worker's compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. **Employer's Liability -** \$100,000.
 3. **Commercial General Liability -** \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. **Automobile Liability -** \$1,000,000 per occurrence.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the SCC will publicly post such notice on the DGS/DPS eVA web site www.eva.state.va.us, the SCC's web site www.scc.virginia.gov, and on the 2nd floor of the Tyler Building for a minimum of 10 days.
- S. **DRUG FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the

provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

IX. SPECIAL TERMS AND CONDITIONS:

- AA. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- BB. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The SCC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- CC. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- DD. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The

award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- EE. CANCELLATION OF CONTRACT: The SCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- FF. CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, successors, assigns and subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
- GG. INDEPENDENT CONTRACTOR: Any offeror awarded a contract under this solicitation shall be considered an independent contractor, and neither the offeror, or personnel employed by the offeror, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- HH. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>April 8, 2005</u>	<u>Prior to 2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>HR 05-001</u>	
Street or Box Number	RFP No.	
_____	<u>Total Rewards Program Study</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Lorraine B. Jones, VCO

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the

solicitation. No other correspondence or other proposals should be placed in the envelope.

- II. **LIABILITY INSURANCE:** Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this contract. The contractor shall indemnify and hold harmless the Commonwealth of Virginia, its employees, and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind caused by or arising from the performance of the contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth, or a pledge of the full faith and credit of the Commonwealth.
- JJ. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- KK. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the SCC pursuant to the SOLICITATION shall belong exclusively to the SCC and be subject to public inspection, subject however to the provision of Paragraph DD "Confidentiality of Information" above. All materials generated under this contract shall be considered work made for hire. The SCC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the contractor may be deemed at any time to have any of the foregoing rights the contractor agrees to assign and does hereby assign such rights to the SCC.
- LL. **REPLACEMENT OF CONTRACTOR INDIVIDUALS:** Prior to the completion of the contract, should the services of any individual provided by the contractor become unsatisfactory to the SCC for any reason, contractor shall be notified in writing of the concerns and contractor shall promptly respond to those concerns in writing to the SCC. It is further agreed, that upon the failure of the contractor to reply, or the failure of such reply to provide adequate assurance to the SCC of the satisfactory completion of the work, in the sole judgment of the SCC, the contractor's individual may be removed by the SCC immediately, or, at the option of the SCC, the contractor may be permitted to provide an immediate replacement who must also be, and remain, satisfactory to the SCC, in accordance with the terms of this paragraph.
- MM. An **OPTIONAL** preproposal conference will be held at 2:00 p.m., March 16, 2005, in the Training Room, 3rd floor, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Only metered, street parking is available in the areas adjacent to the Tyler Building. Some commercial parking lots are also in the area. This RFP includes directions and a map of the area (Attachment E). A detailed map is also provided at <http://www.scc.virginia.gov/commission/directions.htm> "The Commission and You, Directions to the Tyler Building." If additional maps or directions are needed, they may be requested from Jill Long, State Corporation Commission, Phone: (804) 371-9000, or fax: (804) 371-9022. There are three hotels within walking distance of the SCC – The Richmond Omni, The Berkeley Hotel, and the Commonwealth Park Suites Hotel – if overnight accommodations are required.

- NN. SCC POLICIES, STANDARDS, AND PROCEDURES: Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.
- OO. SEVERABILITY: Each paragraph and provision of this RFP is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the SCC. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of its proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

X. METHOD OF PAYMENT:

Invoices shall be submitted by the contractor on a monthly basis, in the arrears, based on the hours expended for the project.

Reimbursement for travel expense if necessary will be in accordance with the Commonwealth of Virginia/State Corporation Commission's travel regulations in effect at the time of the required travel.

Backup documentation for each invoice shall be provided in detail satisfactory to the SCC.

Invoices shall be submitted to:

State Corporation Commission
Division of Human Resources
P. O. Box 1197
Richmond, VA 23219-1197

Payment terms will be 30 days after receipt of invoice and associated documentation or delivery, whichever occurs later.

XI. PRICING SCHEDULE:

The offeror shall provide a proposed total price for the entire project. The total price is to include:

- Professional services, including breakdown by level of assigned personnel and their respective hourly billing rates;
- Travel and related expenses, as per the Commonwealth of VA/State Corporation Commission travel regulations in effect;

- Any other items which are components of the proposed total price.

The total price should be itemized as follows:

- Cost of Compensation Assessment: salary structure with current classification and performance management system;
- Cost of Benefits Analysis: health insurance, retirement, security, paid time off;
- Cost of Work Experience Practices Review;
- Cost to Conduct Executive Interviews;
- Cost of Current Recruitment and retention Trends and Practices Review;
- Cost of Classification and Job analysis Review;
- Cost of Custom Survey for Specific Classifications;
- Recommendation(s) for new design.

XII. ATTACHMENTS:

- A. Offeror Data Sheet
- B. Pricing Schedule
- C. Request for Taxpayer Identification Number and Certification
- D. Standard Contract
- E. Area Map
- F. General Information

ATTACHMENT A

OFFEROR DATA SHEET (To Be Completed by Offeror)

1. Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.
2. Years in Business: Indicate the length of time you have been in business providing this type of service:
_____ years _____ months.
3. Is your company a minority and/or women-owned business?: Yes ☐ No ☐
If so please be prepared to show certificate of proof.
4. References. Indicate below a listing of at least three (3) clients, either commercial or governmental, for which your firm is providing this type of service. Include the length of service and the name and address, telephone, and fax numbers of the person the SCC has your permission to contact. Verify the contact persons, telephone numbers, and fax numbers listed below are current and up-to-date prior to submitting them.

A. Organization/Co.: _____
Mailing Address: _____

Contact Person: _____
Phone No.: _____ Fax No.: _____
Length of Service (contract): _____

B. Organization/Co.: _____
Mailing Address: _____

Contact Person: _____
Phone No.: _____ Fax No.: _____
Length of Service (contract): _____

C. Organization/Co.: _____
Mailing Address: _____

Contact Person: _____
Phone No.: _____ Fax No.: _____
Length of Service (contract): _____

ATTACHMENT B

PRICING SCHEDULE

The offeror shall provide a proposed total price for the entire project. The total price is to include:

- Professional services, including breakdown by level of assigned personnel and their respective hourly billing rates;
- Travel and related expenses, as per the Commonwealth of VA/State Corporation Commission travel regulations in effect;
- Any other items which are components of the proposed total price.

The total price should be itemized as follows:

- Cost of Compensation Assessment: salary structure with current classification and performance management system;
- Cost of Benefits Analysis: health insurance, retirement, security, paid time off;
- Cost of Work Experience Practices Review;
- Cost to Conduct Executive Interviews;
- Cost of Current Recruitment and retention Trends and Practices Review;
- Cost of Classification and Job analysis Review;
- Cost of Custom Survey for Specific Classifications;
- Recommendation(s) for new design.

ATTACHMENT C

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number <div style="border: 1px solid black; height: 20px; margin: 0 auto; width: 100%;"></div>	or	Employer identification number <div style="border: 1px solid black; height: 20px; margin: 0 auto; width: 100%;"></div>
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶	Date ▶
--	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT C

Continued

Form W-9 (Rev. 1-2003)

Page 2

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

ATTACHMENT C

Continued

Form W-9 (Rev. 1-2003)

Page **3**

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT C

Continued

Form W-9 (Rev. 1-2003)

Page **4**

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



ATTACHMENT D

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION STANDARD CONTRACT

Contract Number: RFP # _____

This contract entered into this ___ day of _____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, State Corporation Commission, herein after called the "SCC."

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The Contract Documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions:
- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

SCC:

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT E AREA MAP

Directions to the Tyler Building

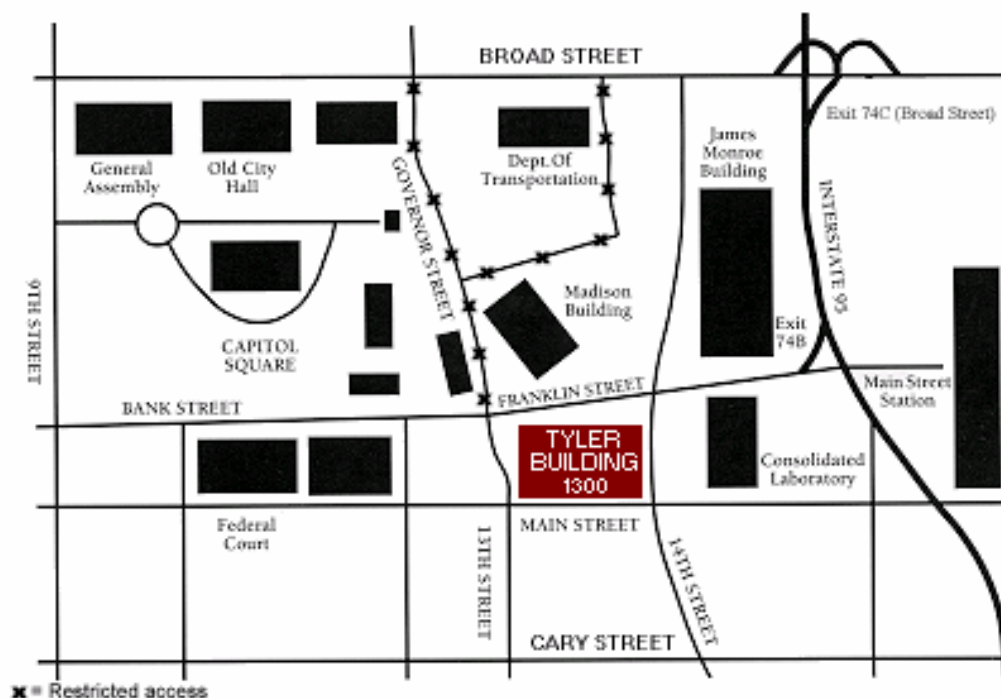
Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



ATTACHMENT F

GENERAL INFORMATION

- The SCC's definition of a Total Rewards Program is:
Work experience, compensation, and benefits are components of our Total Rewards Program. The work experience component is the non-monetary practices such as flex schedules and work environment.
- The SCC is comprised of 65% professionals, such as lawyers, accountants, engineers, etc.
- We expect 40 – 50 classifications of our 143 to be reviewed, which represents 50 – 60% of the employees.
- In 1998, the SCC adopted a market based compensation system, based on Deloitte & Touche recommendations. At the time, the SCC had a pay for performance management system, designed in 93/94, which was tied to appraisals. Fox Lawson looked at some benchmark classifications and established a salary structure, effective 7/2000. We (HR) updated the salary structure effective 7/1/2005.
- All former studies will be made available to the vendor who is awarded the contract and all interviews will be conducted at the SCC in Richmond.